

#### **Issue IV-1 (Transit Traffic)**

This issue concerns WorldCom's proposal that, with respect to transit traffic, Verizon make arrangements with the transiting parties for compensation owed for call termination. As WorldCom explained in its opening brief, this arrangement is currently being used in Georgia, see WorldCom Exh. 52, Response to Record Request at 4, will minimize the number of bills and record exchange for transit traffic, makes efficient use of Verizon's existing billing arrangements, and is consistent with industry guidelines. The language should therefore be included in the interconnection agreement.

Verizon objects to WorldCom's proposal on two grounds. First, it asserts that nothing in the Act expressly requires Verizon to perform this function. Second, it asserts that WorldCom's proposal would force Verizon to pay reciprocal compensation for transit traffic. These objection are meritless. As WorldCom previously explained, the Act itself does not spell out every detail that will be needed to create a valid interconnection agreement. To ensure that such an agreement results from the arbitration process, however, the 1996 Act expressly directs state commissions to "resolve each issue set forth in the petition [for arbitration] ... by imposing appropriate conditions as required to implement subsection (c) of this section." 47 U.S.C. § 252(b)(4)(C). Which party is best suited to bill for transit traffic is just such an issue that is appropriately resolved by the Commission.

Nor does WorldCom's proposal make Verizon ultimately liable for reciprocal compensation on transit traffic. If Verizon does not receive the reciprocal compensation from the originating carrier it is not liable to the terminating carrier. The originating carrier remains liable. See WorldCom Exh. 52, Response to Record Request. As

Verizon recognizes in its brief, the Georgia Commission has adopted WorldCom's proposal, albeit with the condition that a reciprocal compensation arrangement be in place between the two transiting carriers and that some compensation be provided for the billing service.

Although Verizon has opposed the provisions that WorldCom has proposed, Verizon itself has included an analogous provision applicable to WorldCom in the DPL, although it has never filed any testimony or discussed this provision at any point during this proceeding. Specifically, Verizon included the following in the DPL: "For any traffic originating with a third party carrier and delivered by WorldCom to Verizon, WorldCom shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by WorldCom." See November Intercarrier Compensation DPL at 5, § 7.4.3. Because Verizon's language was never addressed in any testimony filed by Verizon, was never raised as an issue by Verizon and makes WorldCom a guarantor of third party bills (unlike the WorldCom proposal), it cannot be considered for inclusion in the ICA. The fact that Verizon has inserted it into the DPL, however, belies its objections to WorldCom's proposal.

#### **Issue IV-2 (Two-Way Trunking)**

The Commission should order the inclusion of WorldCom's proposed contract language regarding two-way trunks, which implements the regulatory requirement that "[i]f technically feasible, an incumbent LEC shall provide two-way trunking upon request." 47 C.F.R. § 51.305(f). In its brief, Verizon complains that sometimes WorldCom's language (in all Category IV and VI issues) is too detailed, sometimes it is too broad, and sometimes it would improperly force Verizon to tailor its network, Verizon Br. at NA-59, and that the Commission should reject the WorldCom language "for these reasons." Id. Verizon has failed to elaborate upon, or otherwise support, these general assertions, or to identify the particular language to which its criticisms apply. This is nothing more than a weak attempt to dismiss all of WorldCom's language without having to address it on its merits, while attempting to maintain the appearance of having considered the merits of WorldCom's language and then ultimately rejected it.<sup>21</sup> In addition, Verizon addresses the parties' disagreement regarding what it describes as "operational and engineering aspects of the two-way trunks." Verizon Br. at NA-60. As explained below, both Verizon's ambiguous criticisms and its purportedly substantive response to the WorldCom language are baseless.

Remarkably, Verizon describes all of WorldCom's language as too broad, too narrow, or improper, but fails to reconcile its position with the fact that, for some issues, WorldCom's language closely resembles Verizon's. As Verizon admits, WorldCom's

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<sup>21</sup> This approach is a recurring theme in Verizon's brief, and has been employed by Verizon throughout the proceedings.

language for Issue IV-2 “closely resembles” WorldCom’s language.<sup>22</sup> Id. at NA-60. The fact that Verizon does not describe its own language as too broad, too narrow, or improper, but somehow concludes that WorldCom’s identical language is too broad, too narrow, or improper, indicates that Verizon made these general criticisms of WorldCom’s language without giving actual consideration to the actual language.

Verizon’s proposed contract language is deficient in several respects. Although Verizon states in its brief that it “admits that WorldCom has the unilateral option to decide whether it wants to use one-way or two-way trunks for interconnection,” Verizon Br. at NA-60, it continues to refuse to include a statement to that effect in its language. Instead, Verizon’s language requires mutual agreement for two-way trunking. See e.g., Verizon Proposed ICA §§ 2.2.3 and 2.4.11. In addition, Verizon has proposed to include language in the two-way trunking section of the agreement that more properly belongs in the trunk forecasting section. See e.g., Verizon Proposed ICA § 2.4.10. No matter where that language is placed, however, it is based on a factually incorrect premise.

Specifically, the portion of the Verizon language that states that Verizon should not be liable for any performance measurements because it will not be in control of the timing and sizing of the two-way trunks between the two parties cannot be reconciled with the testimony of Verizon witness Albert that, although Verizon will not necessarily install as many trunks as WorldCom forecasts or orders, it will be motivated to have the trunks available because of performance measurements. Tr. 10/10/01 at 1511 (D. Albert, Verizon). Thus, Verizon seeks to avoid performance measurements because it does not

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<sup>22</sup> In addition, WorldCom’s proposed language for Issue VI-1(C) is, with one slight exception, identical to Verizon’s.

do forecasts, but would like to avoid following forecasts because it is subject to performance measurements. Both of these statements cannot be true, and the Commission should reject Verizon's proposed language.

Finally, Verizon has failed to present evidence to support its broad assertion that its proposed language should be adopted because "the parties must come to an understanding about the operational and engineering aspects of the two-way trunks between them," Verizon Br. at NA-60, and its position should be rejected. Verizon has raised this broad argument throughout this case, but has repeatedly failed to elaborate on how it relates to the specific language at issue. WorldCom and Verizon have reached agreement on language regarding a joint planning meeting for planning and provisioning two-way trunks, and there is nothing left in Verizon's language regarding operational and engineering matters that has not been accepted by WorldCom. Thus Verizon has again failed to engage the merits of WorldCom's language, instead relying on vague and unsubstantiated criticisms and its apparent belief that its language is superior. For the reasons articulated in WorldCom's opening brief and its witnesses' testimony, the WorldCom language should be included in the interconnection agreement.

### **Issue IV-3 (Facility Augmentation)**

The interconnection agreement should contain language that addresses the sizing and structure of interconnection facilities, and should provide detail regarding facilities augmentation. Verizon argues that it is not necessary to have facility augmentation language in the interconnection agreement, because the parties will have trunk augmentation language, and it is impossible to build trunks without adequate underlying facilities. Verizon Br. at NA-60. While superficially appealing, Verizon's position ignores the fact that installing additional facilities requires considerably more work than installing trunks, and it is therefore important to establish terms and conditions regarding facilities. In addition, Verizon claims that the WorldCom proposal would require Verizon to give WorldCom a superior network to the one it uses for itself. See id. at NA-62. Neither of these arguments is persuasive, and the Commission should order the inclusion of the WorldCom language.

Installing additional trunks, when facilities are in place, is a simple matter of programming the switch on each end, and making connections to those facilities if they have not already been made installing additional facilities, in contrast, is a time-consuming task that requires months of planning and preparation. See Tr. 10/17/01 at 2363 (Grieco, WorldCom). If there are not adequate facilities in place when the parties want to add trunks, WorldCom will have to wait several months while Verizon engineers, plans, budgets, and installs those facilities. Id. Until sufficient facilities are in place, "no additional trunk groups can be provisioned . . . [which] would result in the blockage of any further traffic between the parties' networks." WorldCom Exh. 14, Direct Test. of D. Grieco at 8. Such a result would violate the Act and its implementing regulations, which

require Verizon to interconnect with WorldCom at any technically feasible point requested by WorldCom, and to modify its facilities to the extent necessary to accommodate such interconnection. See 47 U.S.C. § 251(c)(2) and (3); 47 C.F.R. § 51.305; Local Competition Order ¶ 198.

Verizon's assertion that WorldCom's proposed facility augmentation language would give WorldCom a superior network to the one Verizon uses for itself is equally lacking in merit. But WorldCom does not seek to have Verizon provision facilities that are different than, or better than, those already deployed in Verizon's network. It merely seeks to ensure that such facilities are available when needed.

Finally, Verizon's assertion that it has proposed language regarding this issue that should "satisfy WorldCom's concerns," Verizon Br. at NA-62 to NA-63, is incorrect. Verizon's proposed language has nothing to do with facility augmentation, and instead only addresses trunk augmentation. Facilities are different from trunks, and terms that address trunk augmentation do not apply to facilities. See WorldCom Br. at 48. Therefore, Verizon's proposed language should not be included for this issue even if the Commission determines that WorldCom's language should not be included. In sum, WorldCom is merely asking that Verizon have sufficient facilities in place to accommodate the trunks that WorldCom forecasts, and the Commission should order the inclusion of the WorldCom language for the reasons articulated above and in WorldCom's opening brief and testimony.

#### **Issue IV-4 (Interconnection Interval)**

The interconnection agreement should require Verizon to provide WorldCom with any available information regarding adverse environmental conditions at a point of interconnection or the interconnection route and of any available alternative routes, and should authorize WorldCom to perform any site surveys necessary to confirm the suitability of a particular site for interconnection. Verizon opposes inclusion of WorldCom's language requesting environmental information because Verizon "provides the relevant information that WorldCom seeks pursuant to its collocation tariffs." Verizon Br. at NA-64. In addition, Verizon has again included language in connection with this issue that is not at all germane to the parties' dispute over environmental information. The Verizon proposal should be rejected, and WorldCom's proposed language should be included in the interconnection agreement.

Verizon's assertion that it already provides WorldCom the desired information in its tariffs paints an incomplete picture of the Verizon position. Verizon has proposed that it be allowed to determine what information is "relevant," and to decide (in a tariff completely controlled by Verizon) how, when, and what information will be given to WorldCom. As discussed elsewhere in the brief, Congress and the Commission have established a regime in which CLECs are not required to suffer the caprice of the ILECs' tariffs. WorldCom simply requests that the Commission allow WorldCom to avail itself of this regime and include appropriate language in the interconnection agreement.

In addition, Verizon has again proposed language that is not germane to the issue raised by WorldCom. Specifically, the language that Verizon proposed in connection with this issue incorporates Verizon's GRIPs proposal, by including the location of each



party's "IPs." The IP is a concept peculiar to Verizon's GRIPs proposal, and is not relevant to this issue. Accordingly, Verizon's language should not be included, regardless of whether WorldCom's language is included.

#### **Issue IV-5 (Compensation For Interconnection Facilities)**

The interconnection agreement should specify that there will be no compensation between the parties for use of the interconnection facilities except in those cases where one party may lease interconnection facilities from the other. Although Verizon complains that WorldCom's proposed contract language does not address the issue that WorldCom identified, see Verizon Br. at NA-64 to NA-65, WorldCom's description of this issue is almost a verbatim restatement of WorldCom's contract language.

Particularly given the similarity between the WorldCom language and WorldCom's presentation of the issue, Verizon's claim is specious.

Verizon's additional assertion that the WorldCom language does not clearly state that it applies only to mid-span meets is also impossible to reconcile with the text of the WorldCom language, and is an improper attempt to retract Verizon's agreement to that language. WorldCom's counsel also stated at the hearing that the WorldCom language was intended to apply only to mid-span meets, and Verizon accepted the language based on this representation. Tr. 10/17/01 at 2406 (D'Amico, Verizon). At Verizon's request, WorldCom modified section 1.1.6.6 to expressly include the phrase "For mid-span meets," and thereby clarify that the language applied only to mid-span meets. See WorldCom Br. at 55. Despite the fact that its witness accepted WorldCom's language under oath during the hearings, and that WorldCom modified its language to suit Verizon's objection, Verizon now advocates that the Commission reject WorldCom's language. Verizon cannot be allowed to evade its agreements, and allowing it to do so at this stage of the proceedings would prejudice WorldCom and violate its due process rights because, in reliance on the Verizon witness's acceptance of the modified language,

WorldCom modified the presentation of its case at the hearing and abruptly stopped cross examining Verizon's witness.

Finally, as was true of several other issues, Verizon has proposed language for this issue that is wholly unrelated to this issue. Specifically, Verizon's proposed section 2.5 incorporates the GRIPs proposal and discusses the parties' IPs. That language has nothing to do with compensation for interconnection facilities, and should not be included in the interconnection agreement under any circumstances.

#### **Issue IV-6 (Meet Point Trunking)**

The interconnection agreement should contain detailed terms addressing meet point trunking arrangements for the joint provisioning of switched access services, and WorldCom's proposed Attachment IV, sections 1.4 – 1.4.7 should therefore be included in the agreement. In its brief, Verizon asserts that "when WorldCom asks Verizon VA for trunks that will connect WorldCom's customers to IXCs through Verizon VA's tandems, WorldCom is ordering access toll connecting trunks from Verizon VA." Verizon Br. at NA-59. Verizon then argues that Verizon should be allowed to charge access rates for this traffic, and that WorldCom has failed to explain "how Verizon VA is compensated for the services it provides to WorldCom when WorldCom orders access toll connecting trunks from Verizon VA." Id. at NA-59. As explained below, Verizon's arguments are based on several incorrect factual premises, and should be rejected by the Commission.

First, Verizon's brief ignores the fact that "access toll connecting trunks" are a concept fabricated by Verizon. WorldCom's contract proposal does not discuss purchasing such trunks from Verizon, and there is thus no reason for WorldCom to have explained how it will compensate Verizon for them. Second, this issue relates to WorldCom and Verizon jointly providing access services to a third party IXC, and Verizon should be charging that IXC for any access services it provides; it has no right to charge WorldCom for such access services, and has failed to explain how it could do so. Finally, WorldCom is entitled to purchase UNE dedicated transport for the provision of access services, and such dedicated transport should be provided at the forward-looking

prices that apply to UNEs. In sum, the Commission should order the inclusion of WorldCom's proposed language regarding meet point trunking.

#### **Issue IV-8 (OS/DA Trunks)**

The interconnection agreement should include provisions that set forth Operator Services and Directory Assistance (“OS/DA”) trunking arrangements, and the Commission should therefore order the inclusion of WorldCom’s proposed contract language. In its brief, Verizon objects to WorldCom’s proposed language on the grounds that WorldCom should not be allowed to transmit (busy) line-status verification (“LSV” or “BLV”) using operator service codes published in the LERG, but should instead be required to send such requests over inward dialing LSV trunks. See Verizon Br. at NA-66 to NA-67. This objection is unpersuasive, and the Commission should order the inclusion of the WorldCom language.

At the outset, Verizon’s position on this issue is inconsistent with its statements during the supervised mediations. As Verizon admitted during the hearings, Verizon conceded at the mediation that WorldCom could use the network routable codes for BLV/BLVI requests. Tr. 10/17/01 at 2314 (D’Amico, Verizon). Verizon’s refusal to allow WorldCom to include contract language consistent with a position it took during mediation should not be sanctioned by the Commission.

Verizon’s assertion that WorldCom cannot route BLV/BLVI requests over local interconnection trunks using LERG codes because “the call would be directed to Verizon VA’s operator switch without any identification of the originating carrier or call detail. . . . Accordingly, Verizon VA would not be able to identify or bill WorldCom for the [BLV/BLVI] request,” Verizon Br. at NA-67, is wholly unsubstantiated. Although Verizon cites the transcript at 2311 and Verizon Exh. 9, Direct Test. Network Architecture at 22 as support for this assertion, page 2311 of the transcript contains no

discussion of this topic. And although the words that Verizon uses can be found on page 22 of Verizon Exh. 9, Verizon's brief takes those words completely out of context. The testimony in Verizon Exh. 9 concerns the need for WorldCom to route OS/DA traffic over OS/DA trunks, an issue on which the parties have reached agreement. That exhibit does not address WorldCom's proposal for routing BLV/BLVI traffic over interconnection trunks using network routable codes published in the LERG. To the extent that Verizon's brief relies on facts not supported by the record, it should be stricken.

Moreover, the arguments presented in Verizon's testimony and brief make no sense in the context of BLV/BLVI requests. For a BLV/BLVI request, WorldCom's operator dials the network routable code published in the LERG, and the call is routed, over local interconnection trunks, through a tandem and to Verizon's operator position. At this point, WorldCom's operator is speaking directly with Verizon's operator. Verizon's professed inability to identify the originating carrier is specious, because the caller says, "This is the WorldCom operator. I want to verify the status of one of your lines."

Finally, Verizon's position is discriminatory. Verizon has published the network routable codes in the LERG, an industry publication telling LECs how to route calls to Verizon. The publication of these codes in the LERG indicates that the carriers may use them to route calls. Verizon's refusal to allow WorldCom use these codes to route BLV/BLVI requests in the same manner that it allows other LECs to use the codes is discriminatory, and therefore unlawful.

#### **Issue IV-11 (Usage Measurement)**

The Commission should resolve the carriers' dispute regarding what should be done if calling party number ("CPN") information is passed on fewer than 90% of the calls exchanged by the carriers in WorldCom's favor. WorldCom has proposed that, consistent with industry practice, the parties use the percent local usage information ("PLU") and other factors to determine the jurisdiction of a call (for compensation purposes) if CPN is not passed. Verizon has proposed that WorldCom be charged access rates for calls for which CPN is not passed, regardless of the actual jurisdiction of the call. Verizon's proposal is unreasonable.

In its brief, Verizon appears to argue that because WorldCom's witness "signed off" and was "comfortable with" the target level of passing CPN on 90% of the calls, and because state commissions have accepted that threshold, the Verizon proposal for addressing the proper means of setting rates for the calls for which CPN was not passed is superior to the WorldCom proposal. See Verizon Br. at NA-69. That position is illogical. The fact that WorldCom agrees (indeed, WorldCom originally proposed) that the parties should pass CPN on 90% of the calls says nothing about the proper method of compensating a carrier for the calls for which the information is not passed. As explained in WorldCom's opening brief and testimony, allowing Verizon to set access rates for all traffic for which CPN is lacking, regardless of the actual jurisdiction of the calls, would give Verizon "a financial windfall" and is a thinly veiled attempt to impose the highest possible rates for traffic to which reciprocal compensation rates should apply. See WorldCom Br. at 62-63. In addition, Verizon's proposal would unfairly penalize WorldCom for the lack of CPN on a certain percentage of calls despite the fact that, as



Verizon acknowledges, WorldCom has little control over whether CPN is passed. See Tr. 10/18/01 at 2718-2719 (D'Amico, Verizon); WorldCom Br. at 63-64. For the reasons articulated in WorldCom's opening brief and its witnesses' testimony, the WorldCom proposal is an appropriate means of determining the compensation for traffic for which CPN is not passed, and should be included in the interconnection agreement.

#### **Issue IV-37 (Meet Point Billing)**

As Verizon appears to agree, the interconnection agreement should contain terms addressing meet point billing arrangements, and should ensure that Meet Point Billing will be performed in accordance with the Ordering and Billing Forum's ("OBF") guidelines. The agreement should also require the parties to charge IXCs in accordance with each party's respective switched access tariffs, using the multiple bill/single tariff method specified in the OBF's MECAB document. Although Verizon claims that its language adequately addresses WorldCom's concerns, see Verizon Br. at NA-72, the brief does not discuss the concerns raised in WorldCom's opening brief, but instead appears to refer to earlier criticisms offered in the WorldCom written testimony. As explained in WorldCom's opening brief, WorldCom modified its language to respond to Verizon's suggestions, and has included language in the DPL that reflects those revisions. The few differences that remain in the WorldCom and Verizon language concern whether data will be provided on magnetic tape or cartridge, whether the party responsible for supplying records will be liable for missing records, and whether the agreement's general auditing language should be used for meet point billing. As explained in the Initial Brief, WorldCom disagrees with Verizon's proposed language on each of these issues, and Verizon has not provided any persuasive arguments to refute WorldCom's critique of its position. See WorldCom Br. at 65-66. The modified WorldCom language should therefore be included in the interconnection agreement.

### **Issue VI-1(A) (Trunk Types)**

Verizon's proposed language regarding trunk types should be rejected because there is no evidence on the record to support it, and it unlawfully prevents WorldCom from determining the functionality of the trunks by requiring the parties to mutually agree on the type of trunk that will be deployed. See WorldCom Br. at 67-68. In contrast, the record contains ample evidence to support WorldCom's proposed language, which proposes various trunk groups. See id. at 68; WorldCom Exh. 14, Direct Test. of D. Grieco; WorldCom Exh. 2, Rebuttal Test. of D. Grieco. In its brief, Verizon asserts that its proposed language is "a short-hand reference to the different trunk groups addressed in [the] agreement," Verizon Br. at NA-72, and that its discussion of Issues I-1, IV-2, IV-6, IV-8, and VI-1(C) explains why its proposed language should be adopted. This is nothing more than a backhanded attempt to ensure that the agreement contains language that Verizon may have lost in connection with other issues related to specific trunk types, and should be rejected by the Commission.

Verizon has failed to explain why the parties would need a "short-hand reference" to the trunk groups addressed elsewhere in the interconnection agreement. Verizon has conceded that all of the trunk types included in its language are being litigated in other issues, Tr. 10/17/01 at 2425-2426 (Edwards, Verizon), and it is unnecessary to relitigate those issues in connection with Issue VI-1(A). It is highly unlikely that the failure to list all of the trunk groups in one place would cause the parties to forget which trunk groups are being used, and there simply is no need for the "short-hand reference." The

Commission should therefore order the inclusion of WorldCom's proposed language regarding trunk types.<sup>23</sup>

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<sup>23</sup> As was true of other issues, Verizon's proposed contract language for Issue VI-1(A) includes language that Verizon states is related to other issues, and that should not be listed in connection with this issue. Regardless of the outcome of this issue, the unrelated language that Verizon proposes should not be included in the agreement.

**Issue VI-1(B) (Transmission and Routing of Telephone Exchange Traffic)**

Verizon has changed the title of this issue to “Intermediate Hubs.” That should not, however, deflect attention from the fact that Verizon’s contract language unlawfully limits the interface at the POI. Although Verizon states in its Brief that WorldCom’s position that the language limits the interface at the POI “is not true and is not in dispute,” Verizon Br. at NA-53, the plain language of Verizon’s proposal says:

Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available.

Verizon proposal § 5.2.1 (emphasis added).<sup>24</sup>

Verizon now claims that the second sentence somehow vitiates the interface limitation contained in the first sentence. That is not the case. The fact is, Verizon’s proposal grants veto power to Verizon over any other interface WorldCom might desire, thus maintaining the limitation.

In addition, Verizon claimed at the hearing that the interface described in its language is the switch trunk interface. Tr. 10/17/01 at 2438-2439 (Albert, Verizon). Verizon’s language, however, involves discusses the interface at the POI. The POI and the switch trunks are, of course, not the same thing. Verizon’s language should be rejected because it seeks to impose interface restrictions, despite the fact that the Commission has ordered any technically feasible interface. At a minimum, if the Commission does order inclusion of Verizon’s language – which it should not – it should

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<sup>24</sup> Of course, the very fact that the parties disagree on this point makes it in dispute.

be clarified to say that only the switch trunk interface is limited, not the POI facility interface.

### **Issue VI-1(C) (Toll-Free Traffic)**

In this issue, Verizon attempts to charge WorldCom access charges properly charged to a third party toll-free service provider. Verizon does not contend that WorldCom itself owes the access charges. Instead, Verizon asserts only that it does not know the identity of the third party, and that it therefore would like to bill WorldCom for the access. The reason Verizon does not know the identity of third-party providers, however, is that LECs do not put their carrier identification codes in the service management system (“SMS”). For that same reason, however, WorldCom does not know the identity of the third-party provider. Although Verizon asserts that it must, Verizon’s witness conceded at the hearing that it does not know how WorldCom would know the third-party’s identity. Tr. 10/17/01 at 2462-2463 (D’Amico, Verizon). Moreover, although Verizon suggests WorldCom could recoup the access charges Verizon seeks to impose from this unknown third-party, it also could not explain how WorldCom would have the right to do so when WorldCom’s tariff does not include charges for third-party access. Id. at 2460.

Verizon claims that although “this is not an ideal situation, it is necessary given the environment in which the parties operate today.” Verizon Br. at NA-74. But there is nothing “necessary” about dumping Verizon’s collection problems onto WorldCom. Verizon refers to the situation as “an industry-wide problem.” In fact, it is a problem caused by incumbent LECs. The solution to the “problem” is for LECs to be required to put their carrier identification codes in the SMS if they want their toll-free traffic routed. The solution is not to make WorldCom responsible.

Finally, it should be noted that Verizon's interpretation of its proposed language simply is not supported by a reading of the language. Verizon says the language does not apply when Verizon is the toll-free service provider. Tr. 10/17/01 at 2461 (D'Amico, Verizon). The language, however, contains no such exception.

The parties are in agreement on this issue with the exception of Verizon's desire for WorldCom to charge access to third parties, when WorldCom is not entitled to charge the access, WorldCom cannot identify the third party, and WorldCom did not create the situation. This language should be excluded.